



Supplement to
Agenda Item No. 14(A)2

MEMORANDUM
BOARD OF COUNTY COMMISSION
OFFICE OF INTERGOVERNMENTAL AFFAIRS

To: Honorable Chairman Joe A. Martinez
and Members of the
Board of County Commissioners

Date: December 20, 2005

From: Joe I. Rasco,
Director

Subject: Tallahassee Consultants List of
Clients

Pursuant to your request is a client list for each of Miami-Dade County's Tallahassee consultants. The local governments referenced earlier today have been highlighted in the list.

Also attached for your review you will find Article 4. Nature of Agreement, and, Article 35. Conflict of Interest, from the Tallahassee consultant services contract. Additionally, OIA has included a copy of the Village of Palmetto Bay Resolution regarding incorporation. At the time this document was prepared a copy of the resolution from the City of Doral and the Town of Miami Lakes were not available.

Cc: Honorable Mayor Carlos Alvarez
George Burgess, Miami-Dade County Manager
Murray A. Greenberg, Miami-Dade County Attorney

LIST OF CLIENTS/POTENTIAL CONFLICT OF INTEREST BY LOBBYIST

December 20, 2005

RONALD L. BOOK

American Institute for Public Safety
Ameriquest
Arise Foundation
Ashbritt, Inc
Associated Industries of Florida
AutoNation, Inc
Bail Florida
Bell Care Nurses Registry, Inc
BellSouth
Best Buddies International
Biscayne Bay Pilots
Broward County
Children's Home Society
City of Aventura
City of Cooper City
City of Doral
City of Miami
City of Miramar
City of North Miami
City of North Miami Beach
City of Palm Bay
City of Pinellas Park
City of Sunny Isles Beach
City of Tallahassee
City of Tamarac
Compass Environmental, Inc
Consolidated Credit Counseling Services, Inc
Dan Marino Foundation
Dent Wizard
Diabetes Research Institute Foundation, Inc
Eagle Brands, Inc
Florida Association of Forensic Professionals
Florida Power & Light Company
Florida Regional Councils Association
General Tobacco
GL Homes
Gold & Associates, P. A.
Interior Design Associations Foundation
Miami Beach Community Health Center
Miami Behavioral Health Center, Inc
Miami Project/Buoniconti Fund to Cure Paralysis

Miami-Dade County
Miami-Dade County Public Schools
Mount Sinai Medical Center
NASDAQ-100 Open
National Constructors, Inc
Neptune Wholesale, Inc
New Horizons Community Mental Health Center, Inc
North Broward Hospital District
Physician Sales & Service, Inc
Pinellas County Board of County Commissioners
Preferred Medical Plan, Inc
Pro Player Stadium
Public Health Trust
Recording for the Blind and Dyslexic
South Broward Hospital District
St. Lucie County
Teva Pharmaceuticals
University of Miami
Vanguard Car Rental USA, Inc
Village of Bal Harbour
Village of Palmetto Bay
Village of Royal Palm Beach
Vitas Healthcare Corporation
West Flagler Kennel Club, Inc
Westchester General Hospital

Gomez Barker

Aleriant Software Development Services
Association for Retarded Citizens of South Florida
Barry University
Biltmore Hotel
Carlos Albizu University
City of Miami Beach
City of North Bay Village
City of South Miami
City of West Miami
Confidential Data Systems
Davita Laboratory Services
Edfund
Florida Bar Workers' Compensation Section, The
Florida Delegation SEUS/Japan
Florida International University
Florida Power and Light
Florida Property and Casualty Association
Goodwill Industries of South Florida

Hispanic AIDS Awareness Program
International Association of Rehabilitation Providers
International University of Nursing
Latin Chamber of Commerce
Miami Dade County
Miami Dade Expressway Authority
Miami Museum of Science
Montenay Power Corporation
South Florida Hospital and Healthcare Association
Saber Inc
Total Compliance Network
Town of Surfside
Village of Key Biscayne
Wachovia Education Finance Inc

Becker Poliakoff

Access Health Solutions
Alliance Gaming Group
AT & T
Bally's Gaming
Baltimore Orioles
Bethune-Cookman College (BCC)
Charmer Sunbelt
City of Lauderdale Lakes
City of Miami Gardens
City of Opa Locka
City of Pompano Beach
Cornerstone
DigiDeal Corporation
Florida Association for Women Lawyers
Florida Association of Jewish Federation
Florida Insurance Forum
Florida Memorial University
Golden Rule Insurance
Health Choice Network
InsCap
Miami Dade County
Miami-Dade Expressway Authority
Metro-Miami Action Plan
National Mental Health Assocs of Fla
SEIU Florida Health Care Union
Town of Southwest Ranches

Moya Group

Active Protective Services
Baptist Health Care Corporation

CONVERGYS

Digital Communication Services, Inc
Florida Insurance Forum
Florida Optometric Association
G-T Construction
Gulfstream Park Racing Association, Inc
International Union of Police Associations
Liggett Group, Inc
Live Oak Partners, LLC
Miami-Dade County
NEC Unified Solutions, Inc
Palm Beach County
Pan American Group
Twin Oaks Juvenile Dev. Inc
Wilderness Quest

Pittman Law Group

Broward County
Cannon Enterprises, LLC
City of Tallahassee
Danzy Surety Services, Inc, The
Florida Hospital Association
General Tobacco
Miami-Dade County
Palm Beach County Government
Parks & Crump, LLC
Peoples Gas System, Inc
Select Management Resources LLC
Tampa Electric Company
TECO Energy, Inc
Village of Royal Palm Beach

PENNINGTON & ASSOCIATES

Act Corporation
Cendant Car Rental Group, Inc
City of Daytona Beach
City of New Smyrna Beach
City of Ormond Beach
City of Palm Coast
City of South Daytona
Coca-Cola Enterprises
First Professional's Insurance Company
Florida Alliance of the Boys & Girls Clubs
Florida Statutory Teaching Hospital Council
Gateway Community Services
Golden Rule Insurance Company

Gulfstream Park Racing Association, Inc
Liberty Healthcare Corporation
McDonald's Corporation
Medco Health Solutions, Inc
Miami-Dade County
Old Republic National Title Insurance Company
Pennington, Moore, Wilkinson, Bell & Dunbar, P. A.
Progressive Insurance Company
Schering-Plough External Affairs, Inc
State Farm Insurance Companies
Stewart-Marchman Center
Vector Group Ltd
Volusia County

Johnson & Associates

Adventist Health Care System
American Council of Life Insurers
Athletic Trainers Association of Florida
Atlantic Shores Healthcare, Inc
Aztec Medical Systems
BayCare Health System, Inc
Cleveland Clinic Florida/Naples
Council of Florida Family Practice & Community Teaching Hospitals
Cypress Health Care Management LLC
Electronic Data Systems Corporation
FCCI Insurance Group
FLO-SUN, Inc
Florida Acute Care Specialist
Florida Cable Telecommunications Association, Inc
Florida Chamber of Commerce
Florida Committee For Educational Freedom
Florida Council for Behavioral Healthcare, Inc
Florida Engineering Society
Florida Fire Chiefs' Association
Florida Hospital
Florida Hospital Association
Florida Power & Light Company
Florida Retail Federation
Florida Society of Anesthesiologists
H. Lee Moffitt Cancer Center & Research Institute, Inc
Halifax Fish Community Health
Health First, Inc
HealthCentral Hospital
Hewlett Packard, Inc
Manatee Glens

MBNA
Miami-Dade County
Mortgage Bankers Association of Florida
Nemours Foundation, The
North Broward Hospital District
Orange County
Palmer Chiropractic University Foundation
Pharmerica/PMSI
SAS Institute, Inc
Stewart Enterprises and Subsidiaries
VoteSmartFlorida.org
Watson Clinic LLP

RUTLEDGE, ECENIA, PURNELL

ADESA Corporation
AQUA Utilities Florida, Inc
Association of Florida Greyhound Tracks
Bowling Centers Association of Florida
City of Miami Beach
Florida Cable Telecommunications Association, Inc
Food Safety Training, Inc
Great-West Life
Harris, Eckland & Associates, Inc
HCA Healthcare
Kraft Foods Global Inc by its service co Altria Corporate Services Inc
Manheim Auctions, Inc
Miami-Dade County
Miller Breweries East, Inc
Miller Breweries West Limited Partnership
Miller Brewing Company
Miller Products Company
Nestle Waters North America, Inc
Regulatory Compliance Services, Inc
Responsible Vendors, Inc

SQUIRE SANDERS & DEMPSEY LLP (Including Steel Hector & Davis LLP)

Bay Point Schools, Inc
Coca-Cola Company, The
Consumer Credit Counseling Service
Don King Productions, Inc
Dosal Tobacco Corporation
FLO-SUN, Inc
Florida Securities Dealers Association, Inc
G.E. Medical Systems
GE Capital Modular Space
Genworth Financial, Inc

Healthcare Advantage, LLC
International Speedway Corporation
Lexmark International, Inc
Miami-Dade County
National Broadcasting Company, Inc
SHD Global LLC
Sprint
Woolpert, Inc

ARTICLE 4. NATURE OF THE AGREEMENT

- e) The Consultant shall abide by and be governed by Miami-Dade County Ordinances and Resolutions, which may have a bearing on the services involved in this agreement, including but not limited to, Section 2-11.1, Code of Miami-Dade County, Ordinance 72-82, as amended (Conflict of Interest Ordinance); Resolution No. R-1236-99; Resolution No. R-1060-93; Resolution No. R-232-01; and Section 2-11.1.2, Code of Miami-Dade County, Ordinance No. 00-64.

Pursuant to Resolution 1236-99, no County contract lobbyist and his or her subcontractors shall represent any client and/or issue that may be adverse to the County without **first** requesting permission from the County. Resolution 1236-99 provides that this obligation shall be a continuing one that applies throughout the term of the lobbyist's contract with the County.

Pursuant to Sections 2-11.1 and 2-11.1.2, no person or entity, whether an individual, firm, partnership or corporation, which receives compensation either directly or indirectly from the County for lobbying on behalf of the County or any of its agencies or instrumentalities at either the municipal, state, or national level shall represent any entity in any forum to support a position in opposition to a position of the County unless the Board of County Commissioners grants a specific waiver for a specific lobbying activity. The failure to comply with this provision shall result in either or both of the following: (i) the Consultant's contract being voidable by the County or (ii) a prohibition, for a period of up to

three years, as determined by the Board of County Commissioners in its sole discretion, on the Consultant's entering into a lobbying contract with the County.

Concurrent with entering this Agreement, the Consultant, on behalf of itself and any and all employees, partners, and subcontractors, shall provide the Director of the Office of Intergovernmental Affairs a copy of the 2003 state legislative and executive Lobbyist Registration Forms for each and every client the Consultant and his or her employees, partners, and subcontractors represents at the time this Agreement is entered. In the event the Consultant and his or her employees, partners, and subcontractors acquires additional clients after this Agreement is executed, the Consultant, on behalf of itself and any and all employees, partners, and subcontractors, shall have an affirmative obligation over the term of this Agreement (including a renewal term if applicable) to provide the Director of the Office of Intergovernmental Affairs a copy of the legislative and executive Lobbyist Registration Forms for such clients prior to undertaking any lobbying activities for such client or within 48 hours of filing the form with the state, whichever comes first. This obligation shall apply whether such party or interest is adverse to the County or not. Such notification must include all parties the Consultant or employees, partners, or subcontractors wishes to represent.

Separate and independent from the above-referenced obligation, the Consultant, on behalf of itself and any and all employees, partners, and subcontractors, must advise the Director of the Office of Intergovernmental Affairs in writing of any position in opposition to a County position that the Consultant or any employee, partner, or subcontractor desires to take and request a waiver of such conflict before the Board of County Commissioners prior to taking such a position. A position in opposition to a County position may take the form of an adverse policy position or fiscal impact on the County, either direct or indirect. A position in opposition to a County position is not limited to a position that conflicts with an express provision of the legislative package adopted by the Board of County Commissioners. It may also arise in other areas. Not every County interest can be anticipated or enumerated in the County's legislative package, and issues arise and change over the course of the legislative process. It is incumbent on the Consultant and its employees, partners, and subcontractors to remain mindful of the County's policy and fiscal interests and positions vis-à-vis other clients. If an actual or perceived conflict arises, the Consultant and/or subcontractor must advise the Director of the Office of Intergovernmental Affairs immediately in writing and seek a waiver of the conflict before the Board of County Commissioners prior to representing the adverse interest or position.

The Director of the Office of Intergovernmental Affairs reserves the right to question or further question the Consultant regarding any client or any potential and/or perceived conflict.

Once a conflict waiver request has been received by the County, the County Manager or his designee, in consultation with the County Attorney's Office, reserves the right to take, in his sole discretion, any action regarding a waiver request, including but not limited to the following: (i) allow a waiver and allow the

Consultant, and/or employee, partner, or subcontractor to continue to represent both the County and the other party; (ii) disallow a waiver and require the Consultant and/or employee, partner, or subcontractor to choose between representing the County or the other party, or to discontinue representing the other party; (iii) allow a limited waiver and require the Consultant and/or employee, partner, or subcontractor to continue to represent both the County and the other party under whatever limitations or restrictions the County Manager or his designee, in consultation with the County Attorney's Office, determines to be appropriate. Any such actions by the County Manager or his designee shall only be effective until the Board of County Commissioners has considered the conflict issue.

The Board of County Commissioners may take, in its sole discretion, any action regarding a waiver request, including but not limited to the following: (i) grant a waiver and allow the Consultant, and/or employee, partner, or subcontractor to continue to represent both the County and the other party; (ii) refuse to grant a waiver and require the Consultant and/or employee, partner, or subcontractor to choose between representing the County or the other party, or to discontinue representing the other party; (iii) refuse to grant a waiver and void its contract with the Consultant, and/or employee, partner, or subcontractor; (iv) grant a limited waiver and allow the Consultant and/or employee, partner, or subcontractor to continue to represent both the County and the other party under whatever limitations or restrictions the County, in its sole discretion, determines to be appropriate.

Pursuant to Resolution 1236-99, the Consultant and each subcontractor shall prepare reports at least monthly advising the Commission of the current status of all issues that the lobbyist is monitoring or tracking that may affect the County, the actions taken on such issues, and the recommendations for future actions on such issues. The Consultant and each subcontractor shall also raise, discuss and recommend any affirmative legislative action that may benefit the County.

Also, pursuant to Resolution No. 1236-99, all County contracts and subcontracts for lobbying or representation at the state or federal level and/or individuals and firms hired to represent the County on intergovernmental issues must be approved by the Board of County Commissioners.

Pursuant to Resolution No. 232-01, County lobbyists are instructed to limit legislative initiatives and funding requests on behalf of the County to those that have been approved by the Board of County Commissioners and/or set forth in the legislative package.

Contractor has read, understands and agrees to abide by the conflict of interest and other provisions contained in this section 4(e).

ARTICLE 35. CONFLICT OF INTEREST

In addition to compliance with the provisions set forth in Article 4(e) above, the Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or

in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

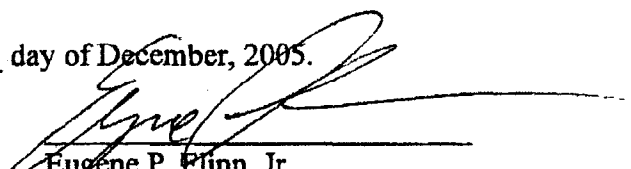
1 incorporate and supports any and all efforts made to pass laws which will prohibit the
2 exacting of a tax, fee or other consideration for this purpose.

3 **Section 3.** This resolution shall become effective upon its passage and adoption
4 by the village council.

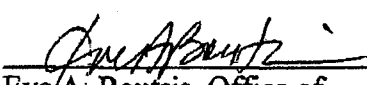
5
6 **PASSED and ADOPTED** this 5th day of December, 2005.

7 Attest:

8 
9 Melghan Pier
Village Clerk

10 
Eugene P. Flinn, Jr.
Mayor

11 APPROVED AS TO FORM:

12
13 
14 Eve A. Boutsis, Office of
15 Village Attorney
16 Nagin Gallop & Figueredo, P.A.

17
18
19
20 FINAL VOTE AT ADOPTION:

21		
22	Council Member Ed Feller	<u>YES</u>
23		
24	Council Member Paul Neidhart	<u>YES</u>
25		
26	Council Member John Breder	<u>YES</u>
27		
28	Vice-Mayor Linda Robinson	<u>YES</u>
29		
30	Mayor Eugene P. Flinn, Jr.	<u>YES</u>
31		
32		
33		
34		
35		

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